SERFF Tracking Number: APLE-127621507 State: Arkansas
Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 49760

Financial Services Inc.

Company Tracking Number: SPDA104

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Performance Select Indexed

Project Name/Number:

## Filing at a Glance

Company: Industrial Alliance Pacific Insurance and Financial Services Inc.

Product Name: Performance Select Indexed SERFF Tr Num: APLE-127621507 State: Arkansas TOI: A07I Individual Annuities - Special SERFF Status: Closed-Approved-State Tr Num: 49760

Closed

Sub-TOI: A07I.001 Equity Indexed Co Tr Num: SPDA104 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: Lisa Kaiser Disposition Date: 09/19/2011
Date Submitted: 09/12/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: Implementation Date:

State Filing Description:

### **General Information**

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile: 07/07/2011
Requested Filing Mode: Review & Approval Domicile Status Comments: Approved

Explanation for Combination/Other:

Submission Type: New Submission

Market Type: Individual Market Type:

Overall Rate Impact: Filing Status Changed: 09/19/2011
State Status Changed: 09/19/2011

Deemer Date: Created By: Lisa Kaiser

Submitted By: Lisa Kaiser Corresponding Filing Tracking Number:

Filing Description:

This filing is a new policy that does not replace any existing policy forms currently in use. The policy contains no unusual or controversial features or language that deviate from normal insurance industry standards. The policy will be offered to individuals in the general public through licensed agents. The policy will not be illustrated.

This policy is a Single Premium Deferred Indexed Annuity with a maturity date of age 92. The Owner will be able to allocate premium between a fixed account and indexed account. We are using Standard and Poor's 500 as the external index.

We will be offering three surrender charge options that the owner can choose from at issue. Option 1 has 5 year

SERFF Tracking Number: APLE-127621507 State: Arkansas
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Product Name: Performance Select Indexed

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surrender charge period with the maximum issue age is 80. Option 2 has 7 year surrender charge period with the maximum issue age is 78. Option 3 has 10 year surrender charge period with the maximum issue age is 75. The minimum face amount is \$10,000. The owner also has access to their funds through a yearly 10% free withdrawal or systematic withdrawal option. We include the annuity disclosure forms as supporting documentation.

This annuity will be issued using the application, and may be issued with any of the endorsements, listed below, all of which were approved on 7/20/2011 under SERFF APLE-127318677:

GA201 Annuity Application

ICC11-PB403 Premium Bonus Endorsement

ICC11-RO404 Renewal Option Endorsement

ICC11-TQP405 403b Annuity Endorsement

ICC11-TQP406 403b Roth Annuity Endorsement

ICC11-TQP407 457 Plan Endorsement

ICC11-TQP408 Traditional IRA Endorsement

ICC11-TQP409 Roth IRA Endorsement

## **Company and Contact**

#### **Filing Contact Information**

Lisa Kaiser, Compliance Assistant lisa.kaiser@iaplife.com

17550 N. Perimeter Drive 888-473-5540 [Phone] 5532 [Ext]

Suite 210 480-563-0252 [FAX]

Scottsdale, AZ 85255-0131

**Filing Company Information** 

Industrial Alliance Pacific Insurance and CoCode: 84514 State of Domicile: Washington

Financial Services Inc.

Box 8118 Group Code: Company Type: Stock

Blaine, WA 98231-8118 Group Name: State ID Number:

(888) 681-9201 ext. [Phone] FEIN Number: 98-0018913

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## **Filing Fees**

Fee Required? Yes Fee Amount: \$50.00 SERFF Tracking Number: APLE-127621507 State: Arkansas

Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 49760

Financial Services Inc.

Company Tracking Number: SPDA104

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Performance Select Indexed

Project Name/Number:

Retaliatory? Yes

Fee Explanation: 1 major form with attachments \$50.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Industrial Alliance Pacific Insurance and \$50.00 09/12/2011 51477217

Financial Services Inc.

Industrial Alliance Pacific Insurance and \$150.00 09/12/2011 51490892

Financial Services Inc.

SERFF Tracking Number: APLE-127621507 State: Arkansas
Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 49760

Financial Services Inc.

Company Tracking Number: SPDA104

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Performance Select Indexed

Project Name/Number:

## **Correspondence Summary**

#### **Dispositions**

Status Created By Created On Date Submitted

Approved- Linda Bird 09/19/2011 09/19/2011

Closed

**Objection Letters and Response Letters** 

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Linda Bird 09/16/2011 09/16/2011 Lisa Kaiser 09/19/2011 09/19/2011

Industry Response

Amendments

Schedule Schedule Item Name Created By Created On Date Submitted

Supporting Readability Certification Lisa Kaiser 09/12/2011 09/12/2011

Document

SERFF Tracking Number: APLE-127621507 State: Arkansas State Tracking Number: 49760

Filing Company: Industrial Alliance Pacific Insurance and

Financial Services Inc.

Company Tracking Number: SPDA104

TOI: Sub-TOI: A07I.001 Equity Indexed A07I Individual Annuities - Special

Product Name: Performance Select Indexed

Project Name/Number:

## **Disposition**

Disposition Date: 09/19/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 APLE-127621507
 State:
 Arkansas

 Filing Company:
 Industrial Alliance Pacific Insurance and
 State Tracking Number:
 49760

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Financial Services Inc.

Company Tracking Number: SPDA104

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Performance Select Indexed

Project Name/Number:

Schedule	Schedule Item	Schedule Item Status Public Access
Supporting Document	Flesch Certification	Yes
Supporting Document	Application	Yes
Supporting Document	Life & Annuity - Acturial Memo	No
Supporting Document	Index Consumer Brochure	Yes
Supporting Document	Disclosure Statements	Yes
Supporting Document	Statement of Variability	Yes
Supporting Document (revised)	Readability Certification	Yes
Supporting Document	Readability Certification	Yes
Supporting Document	Guaranty Association Notice	Yes
Supporting Document	Complaint Notice	Yes
Supporting Document	External Indexed Guidelines	Yes
Form	Single Premium Deferred Indexed	Yes
	Annuity	
Form	Policy Data Page	Yes
Form	Policy Data Page	Yes
Form	Policy Data Page	Yes

SERFF Tracking Number: APLE-127621507 State: Arkansas
Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 49760

Financial Services Inc.

Company Tracking Number: SPDA104

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Performance Select Indexed

Project Name/Number: /

## **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 09/16/2011
Submitted Date 09/16/2011
Respond By Date 10/17/2011

Dear Lisa Kaiser,

This will acknowledge receipt of the captioned filing.

#### Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: APLE-127621507 State: Arkansas
Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 49760

Financial Services Inc.

Company Tracking Number: SPDA104

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Performance Select Indexed

Project Name/Number: /

## **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 09/19/2011 Submitted Date 09/19/2011

Dear Linda Bird,

#### Comments:

### Response 1

Comments: I have attached the required forms.

#### **Related Objection 1**

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

#### **Changed Items:**

#### **Supporting Document Schedule Item Changes**

Satisfied -Name: Complaint Notice

Comment:

Satisfied -Name: External Indexed Guidelines

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you

Sincerely,

Lisa Kaiser

SERFF Tracking Number: APLE-127621507 State: Arkansas

Filing Company: Industrial Alliance Pacific Insurance and State

State Tracking Number: 49760

Financial Services Inc.

Company Tracking Number: SPDA104

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Performance Select Indexed

Project Name/Number: /

#### **Amendment Letter**

Submitted Date: 09/12/2011

**Comments:** 

The correct form number for the policy should say SPDA104 on the Readability Certificiation.

Thank you

**Changed Items:** 

**Supporting Document Schedule Item Changes:** 

User Added -Name: Readability Certification

Comment:

Readability Certification.pdf

 SERFF Tracking Number:
 APLE-127621507
 State:
 Arkansas

 Filing Company:
 Industrial Alliance Pacific Insurance and
 State Tracking Number:
 49760

Financial Services Inc.

Company Tracking Number: SPDA104

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Performance Select Indexed

Project Name/Number: /

#### Form Schedule

**Lead Form Number:** 

Schedule Item	Form Number	Form Type Form Na	me	Action	Action Specific  Data	Readability	Attachment
Status							
	SPDA104	Policy/Cont Single Prract/Fratern Deferred al Annuity Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		Initial		52.000	SPDA104.pdf
	SPDA104(	5Schedule Policy Da	ıta Page	Initial		52.000	SPDA104(5).
	)	Pages	ua i ago	muai		32.000	pdf
	SPDA104( )	7Schedule Policy Da Pages	ita Page	Initial		52.000	SPDA104(7). pdf
	SPDA104( 0)	1Schedule Policy Da Pages	ita Page	Initial		52.000	SPDA104(10) .pdf



# SINGLE PREMIUM DEFERRED INDEXED ANNUITY

a stock company

[Customer Service Center P.O. Box 19009, Greenville, SC 29602-9009 Toll Free: 866-363-3290 www.iaamerican.com]

This Policy is issued in consideration of the application and the payment of Premium.

We will pay to the Annuitant, if living on the Maturity Date, a monthly annuity as provided in the Annuity Provision, or We will pay the Death Benefit of the Policy to the Beneficiary upon receipt of Due Proof of Death of the Annuitant prior to the Maturity Date. Payment is subject to the terms of this Policy.

#### READ YOUR POLICY CAREFULLY

This is a legal contract between You and the Company. This Policy sets forth, in detail, the rights and obligations of both You and Us. If You have any questions about this Policy, please contact Us at the address, telephone number or through the website listed above.

#### RIGHT TO EXAMINE AND CANCEL POLICY

You may return this Policy within 30 days after delivery if You are not satisfied with it for any reason. The Policy may be returned to Us or to the agent through whom it was purchased. Upon return of the Policy within the 30 day period, it will be void from the beginning, and We will refund any premium paid. If We do not issue the refund within 10 days of the date We receive the Policy, We shall pay interest as required by the state in which this Policy is delivered.

Signed for the Company.

Secretary

President

I/We understand that if applying for an Indexed Annuity, that while the value of the contract may be affected by an external index, the annuity does not directly participate in any stock or equity investment.

Single Premium Deferred Indexed Annuity
Annuity Payable at Maturity
Death Benefit Payable at Death Before Maturity
NONPARTICIPATING (not eligible for dividends)

<sup>™</sup>Trademark of Industrial Alliance Insurance and Financial Services Inc.

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#### 1. DEFINITIONS

**Administrative Office** - Our Administrative Office is located at the address given on the first page of this Policy, or as otherwise designated by Us.

**Allocation Date** - The date on which funds are allocated to an Indexed Sub-Account prior to the Maturity Date while the Policy is in force.

**Annuitant** - The natural person named as such and whose age is used in determining any annuity payments made under this Policy. The Annuitant at application is named on the Policy Data Page.

**Beneficiary** - The person or persons named as such and entitled to the Death Benefit under the Death Benefit provisions of this Policy.

**Company** - Industrial Alliance Pacific Insurance and Financial Services Inc.

**Due Proof of Death** - A certified copy of a death certificate issued by a governmental agency, a certified copy of a decree of a court of competent jurisdiction as to a finding of death or another proof acceptable to Us.

**Early Withdrawal Charge** - The amount or percentage charged for withdrawing or surrendering funds before the expiration of the Early Withdrawal Charge Period, as shown in the Policy Data Page.

**Early Withdrawal Value** - The Policy Value minus the Early Withdrawal Charge, if any, as shown on the Policy Data Pages. The Early Withdrawal Value will never be less than the Guaranteed Minimum Early Withdrawal Value.

Effective Date - The date that the Policy becomes effective, as shown on the Policy Data Page.

Fixed Account - The account for which the interest rate is determined by the Company.

Home Office - Our office located at [17550 North Perimeter Drive, Suite 210, Scottsdale, Arizona 85255].

**Index** - The measurement used to determine the interest for an Indexed Sub-Account as described on the Policy Data Page.

Index Change - The change in Index Values used to determine the interest credited to the funds in the Indexed Sub-Account.

Index Value - The closing value of an index on a specified day.

**Indexed Account** - An account for which the interest is determined by the performance of an external index.

**Indexed Sub-Account** - An indexed account created monthly to receive premiums and account values allocated to the Indexed Account. You may have up to 12 Indexed Sub-Accounts, each with its own Indexed Term and Indexed Sub-Account Value.

**Indexed Term** - The time period shown on the Policy Data Page, with respect to an Indexed Sub-Account at the end of which interest is credited to the Indexed Sub-Account on the basis of the Index Change.

Maturity Date - The date on which annuity payments commence under an Annuity Option.

Net Early Withdrawal Value - The Early Withdrawal Value less any indebtedness under the policy.

Owner - The Person named as such, who is entitled to exercise all ownership rights under this Policy.

**Policy** - This document and attachments as described in the Entire Policy provision.

Policy Anniversary - The yearly anniversary of the Effective Date, as shown on the Policy Data Page.

Policy Data Page - The pages entitled Policy Data Page included in this Policy.

Policy Year - The 12 month period between each Policy Anniversary.

**Policy Value** - The value of this Policy at any time on or before the Maturity Date, which is the sum of the Fixed Account Value and the Indexed Account Value.

**Reallocation** - The movement of funds to the Fixed Account or to an Indexed Sub-Account on an Allocation Date prior to the Maturity Date, at Your Request.

**Request** - A written document asking that some action be taken by Us, signed and dated by the Owner, and received at Our Administrative Office and recorded by Us.

We, Us, or Our - Industrial Alliance Pacific Insurance and Financial Services Inc.

You or Your - The person or entity identified on the Policy Data Page as the Owner, unless changed by Request.

In this Policy, the singular includes the plural and each gender includes all genders, and vice versa as the context requires.

#### 2. GENERAL PROVISIONS

#### **Entire Contract**

The entire contract between You and Us is comprised of:

- a) this Policy, including the Policy Data Page;
- b) the Application attached to this Policy; and
- c) any endorsements, riders or other attachments listed on the Policy Data Page and attached to this Policy; together with any amendments or endorsements added to the above-listed documents from time to time pursuant to the terms of the Policy.

All statements made by You for the issuance of the Policy shall, in the absence of fraud, be deemed representations and not warranties.

#### Incontestability

This Policy is incontestable after its Effective Date.

#### **Changes or Modifications**

Except as stated in this Policy, any changes or modifications to the terms of this Policy must be in writing and must be mutually agreed upon. Only Our President or Secretary can change or modify the provisions of this Policy on our behalf. No other representative of the Company or any agent can agree to or cause any changes or modifications to this Policy. We reserve the right to modify this Policy to conform with any Internal Revenue Code changes to maintain its status as an annuity, subject to regulatory approval.

#### **Conformity with State Law**

The values and benefits under this Policy will always be at least as beneficial as that required by the laws of the state where the Policy is delivered for issue.

#### Non-Participating

This Policy does not entitle You to participate in any distribution of surplus or profits that may be declared by Us.

#### Tax Withholding

We will withhold income taxes from any payment made to You or on Your behalf as You Request or as required by law.

#### Misstatement of Age

If the Annuitant's or Beneficiary's age is misstated under an Annuity Option, We will adjust the amount payable under the Annuity Option selected to that based on proof of the correct age. If the misstatement causes Us to make (a) an overpayment, We will deduct the total amount of the overpayment from a future payment, or (b) an underpayment, We will add the total amount of the underpayment to the next payment. Any underpayment or overpayment amount will include the Minimum Guaranteed Interest Rate as stated on the Policy Data Page, at a rate not to exceed 6% per annum, compounded annually.

#### **Policy Report**

We will send You a Policy Report at least annually without charge that serves to keep You advised as to the status of the contract and any other information required under state or federal law. Upon Your Request, an additional Policy Report will be made available for a fee of \$25. The Policy Report will include the following information as of a date not more than four months prior to the date of mailing:

- a. the beginning and end dates of the report period;
- b. the Policy Value at the beginning of the report period and at the end of the report period;
- c. the amounts that have been credited or debited to the Policy Value during the report period, for example, premium payments, interest credits, expense charges, partial withdrawal amounts and withdrawal charges;
- d. the Net Early Withdrawal Value at the end of the report period;
- e. the amount of the death benefit at the end of the report period.

#### **Termination**

This Policy will terminate immediately upon the occurrence of any of the following:

- a) the withdrawal of the Net Early Withdrawal Value; or
- b) the benefits have been fully paid; or
- c) the Net Early Withdrawal Value is less than or equal to zero.

#### 3. PARTIES

#### **Owner**

As Owner, You may exercise all rights and options allowed by this Policy. The use of these rights may be subject to the consent of any assignee, irrevocable Beneficiary or Your spouse in a community or marital property state.

#### **Change of Owner**

You may change the ownership of this Policy by Request, and all rights of ownership will pass to the new Owner, except for the purpose of satisfying applicable laws or regulations. We may require that the change be endorsed in the Policy. Unless otherwise specified by You, the change will take effect on the date You sign the Request, but such change will not affect any payment made or action taken before We received Your Request.

#### **Assignment**

You may assign Your ownership interest in this Policy to another person by Request, except for the purpose of satisfying applicable laws or regulations. Unless otherwise specified by You, any assignment will take effect on the date the assignment notice is signed, subject to any payments made or action taken before We received Your Request. Consult Your tax advisor regarding the tax consequences of an assignment. We are not responsible for the validity, tax effects or other consequences of any assignment.

#### **Annuitant**

Payments under an Annuity Option are based on the age and life expectancy of the Annuitant. The Annuitant is shown on the Policy Data Page.

#### **Beneficiary**

The Beneficiary is the person entitled to the Death Benefit under this Policy. Any payments made to more than one Beneficiary will be paid in equal shares, unless otherwise provided for by You. If a Beneficiary dies before, at the same time, or within 15 days after the Annuitant's death, We will pay the Death Benefit as if that Beneficiary died before the Annuitant. Any payments will be made to the surviving named Primary Beneficiary, or if none, to the surviving named Contingent Beneficiary, or if none, to the estate of the Annuitant.

#### **Change of Beneficiary**

During Your lifetime, You may change the Primary Beneficiary and/or Contingent Beneficiary. To change an irrevocable Beneficiary You must include the written consent of that Beneficiary, except as otherwise required by law and Us. The change will take effect on the date You make such change, but the change will not affect any payment made or action taken prior to Our receipt of that change.

#### 4. POLICY VALUES

#### **Policy Value**

The Policy Value is the sum of the Fixed Account Value and the Indexed Account Value. It is the value used to calculate the Death Benefit, Early Withdrawal Value and annuitization.

#### **Fixed Account Value**

The value of the Fixed Account is equal to:

- a. the accumulation of premiums paid into the Fixed Account; plus
- b. amounts reallocated from other accounts to the Fixed Account, if any; less
- c. Partial Withdrawals, including the associated Early Withdrawal Charges, if any; plus
- d. interest credited to the Fixed Account; less
- e. amounts reallocated to other accounts from the Fixed Account; less.
- f. premium taxes, if any.

#### **Fixed Account Interest Rate**

The Fixed Account Interest Rate is the interest rate to be credited to Fixed Account Value at any given time, but will never be less than the Guaranteed Minimum Fixed Account Interest Rate shown on the Policy Data Page. The Initial Fixed Account Interest Rate is the rate of interest shown on the Policy Data Page as the Initial Fixed Account Interest Rate, and will remain in effect until the end of the first Policy Year.

After the first Policy Year, the Fixed Account Interest Rate may change at any time at the Company's discretion. Any change in the Fixed Account Interest Rate will be based on future anticipated experience.

#### Indexed Account Value/Indexed Sub-Account Value

The value of an Indexed Account is the sum total of up to 12 Indexed Sub-Accounts, each with its own Indexed Term. The value of an Indexed Sub-Account is equal to:

- a. the total of the premiums paid into the Indexed Sub-Account; plus
- b. the amounts reallocated from other accounts to the Indexed Sub-Account if any; less
- c. Partial Withdrawals, including the associated Early Withdrawal Charges, if any; plus
- d. interest credited to the Indexed Sub-Account; less
- e. amounts reallocated to other accounts from the Indexed Sub-Account; less
- f. premium taxes, if any.

#### **Indexed Account Interest Rate**

The Indexed Account Interest Rate is the interest rate to be credited to an Indexed Sub-Account Value at the end of the Index Term. The Indexed Account Interest Rate credited to an Indexed Sub-Account equals the Index Change adjusted to be no larger than the Index Rate Cap. If the Index Change is zero or less for an Indexed Term, no interest will be credited to the Indexed Sub-Account.

#### **Index Rate Cap**

The Index Rate Cap is the maximum interest rate to be credited to an Indexed Sub-Account Value at the end of an Indexed Term. The Initial Index Rate Cap is shown on the Policy Data Page. We may declare a new Index Rate Cap for each Indexed Sub-Account at the beginning of a new Indexed Term. The Index Rate Cap for an Indexed Term will never be less than the **Guaranteed Minimum Index Rate Cap** shown on the Policy Data Pages.

#### **Index Change**

The Index Change for an Indexed Sub-Account equals:

- a. the Index Value at the end of an Indexed Term minus the Index Value as of the beginning of the Indexed Term;
- b. divided by the Index Value as of the beginning of the Indexed Term.

#### **Indexed Term**

The Indexed Term is the time period as shown on the Policy Data Page, at the end of which interest is credited to the Indexed Sub-Account on the basis of the Index Change.

#### **Index Value**

The Index Value is the closing value of an Index on a specified day. If an Index Value is not published for a particular day, We will use the most recently published Index Value prior to that day.

#### **Premium Allocation**

All Premium will initially be deposited into the Fixed Account. Premium will then be allocated to an Indexed Account according to the Account Allocation Percentages shown on the Policy Data Page, unless You Request that the Allocation Percentages be changed.

Premium will be reallocated from the Fixed Account into an Indexed Sub-Account on the Allocation Date, which is the 15<sup>th</sup> of each month, or if the 15<sup>th</sup> is not a business day, the first business day after the 15<sup>th</sup> of the month. Premium must be received at least five business days before the Allocation Date, otherwise the Premium will be held in the Fixed Account until the Allocation Date of the following month. Premium allocated to an Indexed Account will include interest earned.

#### **Fund Reallocation**

Any amounts that you Request be reallocated from an Indexed Account to the Fixed Account will occur on the next business day after We receive Your Request, or on another date You Request. Unless You Request otherwise, reallocations to the Fixed Account will be taken from the Indexed Sub-Account that began most recently. Reallocations from an Indexed Sub-Account on a day other than the Allocation Date at the end of the Indexed Term will cause interest not to be credited on the reallocated amount for the period it was in the Indexed Sub-Account.

Any amounts that You Request be reallocated from the Fixed Account to the Indexed Account will occur on the next Allocation Date. Requests must be received prior to the first day of the month prior to the Allocation Date; otherwise, the reallocation will occur on the Allocation Date of the following month.

The minimum amount that may be reallocated is \$50.00. If the entire amount is not reallocated out of an Indexed Sub-Account, a minimum of \$50.00 must remain in an Indexed Sub-Account. We will inform You if funds are not reallocated as requested.

The Policy Value and the Guaranteed Minimum Early Withdrawal Value will not change at the time of a Reallocation. However, an amount reallocated from the Fixed Account to an Indexed Sub-Account will reduce the Fixed Account and will increase the Indexed Sub-Account. Similarly, an amount reallocated from an Indexed Sub-Account to the Fixed Account will reduce the Indexed Sub-Account and will increase the Fixed Account.

If an Index is discontinued, or if its calculation substantially changes, We will notify You and select an alternative Index, if necessary. The change of Index is subject to Interstate Insurance Product Regulation Commission approval. We reserve the right to reallocate funds into the Fixed Account if we cease to offer an Indexed Account in which you have funds. We will inform You of any such Reallocation.

#### **Guaranteed Minimum Early Withdrawal Value**

The Guaranteed Minimum Early Withdrawal Value is:

- a) 87.5% of the premiums allocated to the Fixed Account and Indexed Sub-Accounts accumulated at the Guaranteed Minimum Interest Rate, less
- b) the accumulation at the Guaranteed Minimum Fixed Account Interest Rate of any Withdrawals from the Fixed Account and Indexed Sub-Accounts.

#### **Basis of Computations**

A detailed statement of the method of determining reserves and values under this Policy has been filed with the insurance supervisory official of the jurisdiction in which the Policy is delivered. Any Paid-Up Annuity, Early Withdrawal Value or Death Benefit that may be available under this Policy shall not be less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805. Values will be increased by additional amounts credited by Us, and decreased by any withdrawals taken.

#### **5. ACCESS TO FUNDS**

Consult Your tax advisor regarding the tax consequences of electing, modifying, and discontinuing distributions under any of the following Options.

#### **Partial Withdrawals**

In any Policy Year prior to the Maturity Date, You may Request a Partial Withdrawal. You may incur an Early Withdrawal Charge according to the Early Withdrawal Charge Table on the Policy Data Page. A Partial Withdrawal plus any Early Withdrawal Charge must not:

- a) be less than \$100.00; or
- b) reduce the remaining Policy Value below the greater of \$500.00 or the Early Withdrawal Charge.

After the first Policy Year Anniversary, the first Partial Withdrawal taken in a Policy Year will not incur an Early Withdrawal Charge if the amount withdrawn is no more than 10% of the Policy Value on the day of the Partial Withdrawal amounts in excess of 10% of the Policy Value or subsequent Partial Withdrawals taken in a Policy Year may incur an Early Withdrawal Charge according to the Early Withdrawal Charge Table.

Withdrawals are first paid from the Fixed Account. After the Fixed Account has been exhausted, any remaining Withdrawal amount will be paid from the Indexed Sub-Account you identify in Your Request. If you do not identify a specific Indexed Sub-Account from which the withdrawal is to be made, we will make the withdrawals from the Index Sub-Account that began most recently. Withdrawals taken from an Indexed Sub-Account on a day other than the Allocation Date at the end of the Indexed Term will cause interest not to be credited on the withdrawn amount for the time it was in the Indexed Sub-Account.

#### **Systematic Withdrawal Option**

Prior to the Maturity Date, You may Request that the Net Early Withdrawal Value be applied to provide withdrawals under one of the following Systematic Withdrawal Options:

- a) Fixed Amount: Withdrawals will be made monthly or annually in equal amounts specified by the Owner.
- b) Fixed Period: Withdrawals will be made monthly or annually for a fixed period. The amount to be withdrawn each year is calculated at the beginning of the year by dividing the unpaid balance of the Early Withdrawal Value at the time by the number of years remaining in the fixed period at that time.
- c) Interest Only: Withdrawals of interest only will be made monthly or annually.
- d) Age Recalculation: Withdrawals will be made monthly or annually for a period based on the life expectancy of the Annuitant using the 2000 Annuity Mortality Table and an annual interest rate that will not be lower than the Guaranteed Minimum Interest Rate on the Policy Data Pages. The amount to be withdrawn each year is calculated at the beginning of the year by dividing the unpaid balance of the Early Withdrawal Value at that time by the Annuitant's life expectancy at that time.

If the Fixed Account Value is less than the amount to be withdrawn under the Systematic Withdrawal Option for the Policy Year, amounts will be reallocated to the Fixed Account from the Indexed Sub-Account, beginning with the Indexed Sub-Account that began most recently.

Withdrawals under a Systematic Withdrawal Option will continue to be made until the earlier of:

- a) the date You Request that withdrawals cease or be made under a different Systematic Withdrawal Option; or
- b) the death of the Annuitant; or
- c) the Maturity Date: or
- d) the Net Early Withdrawal Value is fully paid.

#### **Early Withdrawal**

On or prior to the Maturity Date, You may surrender this Policy by Request, and receive the Net Early Withdrawal Value. You may incur an Early Withdrawal Charge according to the Early Withdrawal Charge Table on the Policy Data Page.

#### **Deferrals**

We have the right to defer payment of Partial Withdrawals or Early Withdrawal Requests for up to six months from the date that Your Request is received, with written approval from the state Department of Insurance.

#### **6. DEATH BENEFIT**

#### **Death Benefit**

Upon receipt of Due Proof of Death of the Annuitant, the Death Benefit will be payable. The amount of the Death Benefit will be the Policy Value less any outstanding indebtedness on the Annuitant's date of death. Any Death Benefit paid as a lump sum will include interest from the date of death at a rate not less than that required by the state law where the Policy was delivered at issue.

#### **Death of the Annuitant**

If the death of the Annuitant occurs prior to the Maturity Date, the Death Benefit will be distributed to the Beneficiary in one of the following methods:

- a) as a lump sum, or
- b) as installment payments not to extend beyond five years from the Annuitant's date of death, or
- c) as an Annuity Option elected by the Beneficiary. The Annuity Option must be selected within 60 days after We approve the death claim, and payments must begin not later than one year after the Annuitant's date of death.

If the death of the Annuitant occurs on or after the Maturity Date and before the entire Policy Value is distributed and the surviving spouse is not the sole beneficiary, then the entire remaining balance will:

- a) be distributed over the life of the beneficiary or over a period not extending beyond the life expectancy of such beneficiary, and
- b) such distributions must begin no later than one year after the date of death or such later date as IRS regulations may prescribe.

#### **Death of the Owner**

If the Owner who is not the Annuitant dies, the Annuitant becomes the Owner, unless the Owner designated a Contingent Owner.

If the Owner dies on or after the date annuity payments commence but before the Maturity Date, any remaining benefit payable will be distributed to the Beneficiary at least as rapidly as under the Annuity Option then in effect.

#### 7. ANNUITIZATION

#### **Maturity Date**

The Maturity Date is the first day of the month following the Annuitant's 92nd birthday. The Policy Value on the Maturity Date is the amount to be applied by Us to the Annuity Option selected by the Owner. On the Maturity Date, payments begin to the Annuitant under the selected Annuity Option. You may also, elect to receive the money as a lump sum equal to the Policy Value. The annuity benefits at the time of their commencement will not be less than those that would be provided by the application of the Policy Value to purchase a single premium immediate annuity contract at purchase rates offered by Us at the time to the same class of Annuitants.

#### **Selection of an Annuity Option**

You may select an Annuity Option from the Annuity Options listed below, or any other option mutually agreed upon in writing, by Request at least 30 days prior to the Maturity Date. If You have not chosen an Annuity Option, We will begin making annuity payments in accordance with the Annuity Option – Life with Minimum Guarantee of five years on the Maturity Date. You may not change the Annuity Option after the Maturity Date.

#### **Annuity Options**

Life Only: Under this option, annuity payments will be made monthly, quarterly, semi-annually or annually as long as the Annuitant is living.

Life with Minimum Guarantee: Under this option, annuity payments will be made monthly, quarterly, semi-annually or annually until the later of the death of the Annuitant or the end of a number of years chosen by You. You may select a term of 5, 10 or 20 years.

Term Certain Plan: Under this option, annuity payments will be made monthly, quarterly, semi-annually or annually for a number of years chosen by You. The period selected must be at least five but no more than 30 years. If an Owner dies before the term certain period ends, We will continue making payments to the Beneficiary until the end of the selected term.

The Owner may also select any other Annuity Option currently available at the Maturity Date.

#### **Payments under the Annuity Options**

The first annuity payment is due on the Maturity Date. Subsequent monthly payments will be payable on the same day in each of the following months.

The amount of each annuity payment will be based on the Annuitant's age on the birthday proceeding the date that the first payment becomes due. We have the right to require proof of the Annuitant's age before We make a payment. If payment depends on the Annuitant being alive on a certain date, We may require proof of such fact on such date before any payment will be made.

If the payment amount is less than \$50.00, We may change the payment interval so that payments will be at least \$50.00. If any annual payment amount is less than \$50.00, We have the right to pay the Annuity Value in one single amount.

#### **Annuity Option Tables**

Tables for the Annuity Option show the monthly annuity payments per \$1,000.00 of Policy Value, after deduction of premium taxes, if any, and are derived using the 2000 Annuity Mortality Table and an annual interest rate of 3%. They are shown for illustrative purposes only and are not guaranteed. At the time of annuitization, the annuity payments will be based on the greater of (a) Our current payment options and (b) the payment amounts derived using the 2000 Annuity Mortality Table, with an interest rate at least equal to the Guaranteed Minimum Interest Rate shown on the Policy Data Pages. The figures for all ages, including ages not shown, with the Guaranteed Minimum Interest Rate may be requested from Us. We will pay any other form of fixed annuity that is acceptable to Us. The same Mortality Table and interest rate will be used to determine monthly payments for ages or durations not shown.

## **ANNUITY OPTION TABLES**

#### **UNISEX TABLES**

LIFE ANNUITY -

LIFE ANNUITY – Life Only		Life with Minimum Guarantee (120 payments)		
AGE OF		AGE OF		
<u>PAYEE</u>	<u>AMOUNT</u>	<u>PAYEE</u>	<u>AMOUNT</u>	
50	[\$3.99	50	[\$3.97	
55	\$4.36	55	\$4.32	
60	\$4.84	60	\$4.77	
65	\$5.51	65	\$5.35	
70	\$6.44	70	\$6.09	
75	\$7.77	75	\$6.97	
80	\$9.69	80	\$7.91	
85	\$12.48	85	\$8.71	
90	\$16.41]	90	\$9.24]	

#### **TERM CERTAIN**

NUMBER OF		NUMBER OF	
MONTHLY PAYMENTS	<u>AMOUNT</u>	<b>MONTHLY PAYMENTS</b>	<u>AMOUNT</u>
60	[\$17.91	180	[\$6.87
120	\$9.61]	240	\$5.51]

Single Premium Deferred Indexed Annuity
Annuity Payable at Maturity
Death Benefit Payable at Death Before Maturity
NONPARTICIPATING (not eligible for dividends)

#### **POLICY DATA PAGE**

Policy Number: [12345]

Effective Date: [January 1, 2011]

Maturity Date: [July 1, 2065]

Owner: [John Doe]

Owner's Age: [35]

Annuitant: [John Doe]

Annuitant's Age: [35]
Annuitant's Sex: [Male]

**Initial Premium:** \$[10,000.00] **Initial Premium Bonus:** \$[100.00] Initial Premium Bonus Percentage\*: [1.0]% Initial Fixed Account Interest Rate First Policy Year: [2.0]% Guaranteed Minimum Fixed Account Interest Rate: [1.0 - 3.0]%Indexed Term: 1 Year Initial Index Rate Cap: [2.0]% Guaranteed Minimum Index Rate Cap: [2.0]%

Index: [Standard & Poor's 500<sup>®1</sup>]

**Initial Allocation Percentages** 

 Fixed Account:
 [50.0]%

 Indexed Account:
 [50.0]%

 TOTAL:
 100.0%

The Guaranteed Minimum Early Withdrawal Value will not be less than 87.5% of the premiums accumulated at the guaranteed minimum interest rate of [x%], less any Withdrawals accumulated at the guaranteed minimum interest rate.

\*The Premium Bonus is considered interest and is not fully earned until the Right to Examine period as described on the first page of the Policy has expired. Please see Endorsement form ICC11-PB403.

If We have not satisfactorily answered Your questions regarding this annuity, You may contact Your state Insurance Department at the following telephone number:

[Insert Insurance Department Telephone Number where contract is being issued]

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SPDA104(5) Page 2A

#### Policy Data Page, Continued

#### **5 Year Surrender Charge Option**

## Early Withdrawal Charge Table for Issue Ages 0 – 58

Policy Year	Percentage
1	10.0
2	10.0
3	6.0
4	4.0
5	2.0
6+	0.0

## Early Withdrawal Charge Table for Issue Ages 59 and up

Policy Year	Percentage
1	8.0
2	8.0
3	6.0
4	4.0
5	2.0
6+	0.0

Guaranteed elements used in determining the credited rate from an Index consist of:

- a. Index-linked returns do not include the portion of returns generated by the underlying Index that comes from dividends; and
- b. The elements used in determining the credited rate from the Index are not guaranteed and can be changed by Us, subject to the guarantees in the Policy, and that any such changes can affect the return.

#### **ILLUSTRATIVE VALUES**

The values shown on page 2C are illustrative and based on the following assumptions: no additional premiums were paid; current Early Withdrawal Charge percentages apply to withdrawals that exceed the annual free partial withdrawal percentage; no interest is credited to the Indexed Account; there are no withdrawals or reallocations between accounts; the Initial Account Allocation percentages remain fixed; and, the Guaranteed Minimum Fixed Account Interest Rate is applied after the first Policy Year for funds in the Fixed Account. The total Guaranteed Minimum Early Withdrawal Value accumulates at 3.00% for premiums allocated to the Fixed Account and at 3.00% for premiums allocated to the Indexed Account. The actual values and rates for the Policy will differ from those shown, depending on actual withdrawals, interest credited, and account reallocations.

SPDA104(5) Page 2B

## Policy Data Page, Continued

5 year plan assumes: 1% premium bonus; 3% initial credited rate; 2% minimum guaranteed credited rate issue ages 0-58

## **ILLUSTRATIVE TABLE OF GUARANTEED VALUES**

End of Policy Year	Premiums Paid	Fixed Policy Value	Indexed Policy Value	Total Policy Value	Early Withdrawal Value (EWV)	Guaranteed Minimum Early Withdrawal Value (GMWV)	Higher of EWV and GMWV
1	[\$10.000.0	\$5.201.50	\$5.050.00	\$10.251.50	\$9.226.35	\$9.115.50	\$9.226.35
2	\$0.00	\$5.305.53	\$5.050.00	\$10.355.53	\$9.423.53	\$9.297.81	\$9.423.53
3	\$0.00	\$5.411.64	\$5.050.00	\$10.461.64	\$9.896.71	\$9.483.77	\$9.896.71
4	\$0.00	\$5.519.87	\$5.050.00	\$10.569.87	\$10.189.36	\$9.673.44	\$10.189.36
5	\$0.00	\$5.630.27	\$5.050.00	\$10.680.27	\$10.488.03	\$9.866.91	\$10.488.03
10	\$0.00	\$6.216.27	\$5.050.00	\$11.266.27	\$11.266.27	\$10.893.87	\$11.266.27
20	\$0.00	\$7.577.60	\$5.050.00	\$12.627.60	\$12.627.60	\$13.279.56	\$13.279.56
30	\$0.00	\$9.237.06	\$5.050.00	\$14.287.06	\$14.287.06	\$16.187.71	\$16.187.71
57	\$0.00	\$15.766.61	\$5.050.00	\$20.816.61	\$20.816.61	\$27.630.59	\$27.630.591

SPDA104(5) Page 2C

#### **POLICY DATA PAGE**

Policy Number: [12345]

Effective Date: [January 1, 2011]

Maturity Date: [July 1, 2065]

Owner: [John Doe]

Owner's Age: [35]

Annuitant: [John Doe]

Annuitant's Age: [35]
Annuitant's Sex: [Male]

Initial Premium: \$[10,000.00]
Initial Premium Bonus: \$[100.00]
Initial Premium Bonus Percentage\*: [1.0]%
Initial Fixed Account Interest Rate First Policy Year: [2.0]%
Guaranteed Minimum Fixed Account Interest Rate: [1.0 - 3.0]%
Indexed Term: 1 Year
Initial Index Rate Cap: [2.0]%

Index: [Standard & Poor's 500<sup>®1</sup>]

[2.0]%

Initial Allocation Percentages

Guaranteed Minimum Index Rate Cap:

 Fixed Account:
 [50.0]%

 Indexed Account:
 [50.0]%

 TOTAL:
 100.0%

The Guaranteed Minimum Early Withdrawal Value will not be less than 87.5% of the premiums accumulated at the guaranteed minimum interest rate of [x%], less any Withdrawals accumulated at the guaranteed minimum interest rate.

\*The Premium Bonus is considered interest and is not fully earned until the Right to Examine period as described on the first page of the Policy has expired. Please see Endorsement form ICC11-PB403.

If We have not satisfactorily answered Your questions regarding this annuity, You may contact Your state Insurance Department at the following telephone number:

[Insert Insurance Department Telephone Number where contract is being issued]

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SPDA104(7) Page 2A

#### Policy Data Page, Continued

#### 7 Year Surrender Charge Option

## Early Withdrawal Charge Table for Issue Ages 0 – 58

Policy Year	Percentage
1	10.0
2	10.0
3	8.0
4	7.0
5	6.0
6	4.0
7	2.0
8+	0.0

## Early Withdrawal Charge Table for Issue Ages 59 and up

Policy Year	Percentage
1	8.0
2	8.0
3	6.0
4	5.0
5	4.0
6	3.0
7	2.0
8+	0.0

Guaranteed elements used in determining the credited rate from an Index consist of:

- a. Index-linked returns do not include the portion of returns generated by the underlying Index that comes from dividends: and
- b. The elements used in determining the credited rate from the Index are not guaranteed and can be changed by Us, subject to the guarantees in the Policy, and that any such changes can affect the return.

#### **ILLUSTRATIVE VALUES**

The values shown on page 2C are illustrative and based on the following assumptions: no additional premiums were paid; current Early Withdrawal Charge percentages apply to withdrawals that exceed the annual free partial withdrawal percentage; no interest is credited to the Indexed Account; there are no withdrawals or reallocations between accounts; the Initial Account Allocation percentages remain fixed; and, the Guaranteed Minimum Fixed Account Interest Rate is applied after the first Policy Year for funds in the Fixed Account. The total Guaranteed Minimum Early Withdrawal Value accumulates at 3.00% for premiums allocated to the Fixed Account and at 3.00% for premiums allocated to the Indexed Account. The actual values and rates for the Policy will differ from those shown, depending on actual withdrawals, interest credited, and account reallocations.

SPDA104(7) Page 2B

## Policy Data Page, Continued

7 year plan assumes: 2.5% premium bonus; 3% initial credited rate; 2% minimum guaranteed credited rate issue ages 0-58

#### **ILLUSTRATIVE TABLE OF GUARANTEED VALUES**

End of Policy Year	Premiums Paid	Fixed Policy Value	Indexed Policy Value	Total Policy Value	Early Withdrawal Value (EWV)	Guaranteed Minimum Early Withdrawal Value	Higher of EWV and GMWV
1	[\$10.000.0	\$5.278.75	\$5.125.00	\$10.403.75	\$9.363.38	(GMWV) \$9.270.00	\$9.363.38
2	\$0.00	\$5.384.33	\$5.125.00 \$5.125.00	\$10.509.33	\$9.563.49	\$9.455.40	\$9.563.49
3	\$0.00	\$5.492.01	\$5.125.00	\$10.617.01	\$10.043.69	\$9.644.51	\$10.043.69
4	\$0.00	\$5.601.85	\$5.125.00	\$10.726.85	\$10.340.69	\$9.837.40	\$10.340.69
5	\$0.00	\$5.713.89	\$5.125.00	\$10.838.89	\$10.643.79	\$10.034.15	\$10.643.79
10	\$0.00	\$6.308.59	\$5.125.00	\$11.433.59	\$11.433.59	\$11.078.51	\$11.433.59
20	\$0.00	\$7.690.14	\$5.125.00	\$12.815.14	\$12.815.14	\$13.504.64	\$13.504.64
30	\$0.00	\$9.374.24	\$5.125.00	\$14.499.24	\$14.499.24	\$16.462.08	\$16.462.08
57	\$0.00	\$16.000.76	\$5.125.00	\$21.125.76	\$21.125.76	\$28.098.90	\$28.098.901

SPDA104(7) Page 2C

#### **POLICY DATA PAGE**

Policy Number: [12345]

Effective Date: [January 1, 2011]

Maturity Date: [July 1, 2065]

Owner: [John Doe]

Owner's Age: [35]

Annuitant: [John Doe]

Annuitant's Age: [35]
Annuitant's Sex: [Male]

**Initial Premium:** \$[10,000.00] Initial Premium Bonus: \$[100.00] Initial Premium Bonus Percentage\*: [1.0]% Initial Fixed Account Interest Rate First Policy Year: [2.0]% Guaranteed Minimum Fixed Account Interest Rate: [1.0 - 3.0]% Indexed Term: 1 Year [2.0]% Initial Index Rate Cap: Guaranteed Minimum Index Rate Cap: [2.0]%

Index: [Standard & Poor's 500<sup>®1</sup>]

Initial Allocation Percentages

 Fixed Account:
 [50.0]%

 Indexed Account:
 [50.0]%

 TOTAL:
 100.0%

The Guaranteed Minimum Early Withdrawal Value will not be less than 87.5% of the premiums accumulated at the guaranteed minimum interest rate of [x%], less any Withdrawals accumulated at the guaranteed minimum interest rate.

\*The Premium Bonus is considered interest and is not fully earned until the Right to Examine period as described on the first page of the Policy has expired. Please see Endorsement form ICC11-PB403.

If We have not satisfactorily answered Your questions regarding this annuity, You may contact Your state Insurance Department at the following telephone number:

[Insert Insurance Department Telephone Number where contract is being issued]

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SPDA104(10) Page 2A

#### Policy Data Page, Continued

#### 10 Year Surrender Charge Option

Early Withdrawal Charge Table for Issue Ages 0 – 58

Policy Year	Percentage
1	10.0
2	10.0
3	8.0
4	7.0
5	6.0
6	5.0
7	4.0
8	3.0
9	2.0
10	1.0
11+	0.0

Early Withdrawal Charge Table for Issue Ages 59 and up

Policy Year	Percentage
1	8.0
2	8.0
3	6.0
4	5.0
5	4.0
6	3.0
7	2.0
8	1.0
9+	0.0

Guaranteed elements used in determining the credited rate from an Index consist of:

- a. Index-linked returns do not include the portion of returns generated by the underlying Index that comes from dividends; and
- b. The elements used in determining the credited rate from the Index are not guaranteed and can be changed by Us, subject to the guarantees in the Policy, and that any such changes can affect the return.

#### **ILLUSTRATIVE VALUES**

The values shown on page 2C are illustrative and based on the following assumptions: no additional premiums were paid; current Early Withdrawal Charge percentages apply to withdrawals that exceed the annual free partial withdrawal percentage; no interest is credited to the Indexed Account; there are no withdrawals or reallocations between accounts; the Initial Account Allocation percentages remain fixed; and, the Guaranteed Minimum Fixed Account Interest Rate is applied after the first Policy Year for funds in the Fixed Account. The total Guaranteed Minimum Early Withdrawal Value accumulates at 3.00% for premiums allocated to the Fixed Account and at 3.00% for premiums allocated to the Indexed Account. The actual values and rates for the Policy will differ from those shown, depending on actual withdrawals, interest credited, and account reallocations.

SPDA104(10) Page 2B

## Policy Data Page, Continued

10 year plan assumes: 5% premium bonus; 3% initial credited rate; 2% minimum guaranteed credited rate issue ages 0-58

#### **ILLUSTRATIVE TABLE OF GUARANTEED VALUES**

					Early	Guaranteed Minimum Early	
End of		Fixed	Indexed	Total	Withdrawal	Withdrawal	Higher of
Policy	Premiums	Policy	Policy	Policy	Value	Value	EWV and
Year	Paid	Value	Value	Value	(EWV)	(GMWV)	GMWV
1	[\$10.000.0	\$5.407.50	\$5.250.00	\$10.657.50	\$9.591.75	\$9.527.50	\$9.591.75
2	\$0.00	\$5.515.65	\$5.250.00	\$10.765.65	\$9.796.74	\$9.718.05	\$9.796.74
3	\$0.00	\$5.625.96	\$5.250.00	\$10.875.96	\$10.288.66	\$9.912.41	\$10.288.66
4	\$0.00	\$5.738.48	\$5.250.00	\$10.988.48	\$10.592.90	\$10.110.66	\$10.592.90
5	\$0.00	\$5.853.25	\$5.250.00	\$11.103.25	\$10.903.39	\$10.312.87	\$10.903.39
10	\$0.00	\$6.462.46	\$5.250.00	\$11.712.46	\$11.712.46	\$11.386.24	\$11.712.46
20	\$0.00	\$7.877.71	\$5.250.00	\$13.127.71	\$13.127.71	\$13.879.77	\$13.879.77
30	\$0.00	\$9.602.88	\$5.250.00	\$14.852.88	\$14.852.88	\$16.919.36	\$16.919.36
57	\$0.00	\$16.391.03	\$5.250.00	\$21.641.03	\$21.641.03	\$28.879.43	\$28.879.431

SPDA104(10) Page 2C

SERFF Tracking Number: APLE-127621507 State: Arkansas
Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 49760

Financial Services Inc.

Company Tracking Number: SPDA104

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Performance Select Indexed

Project Name/Number:

## **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments: Attachment: ARcert.pdf

Item Status: Status

Date:

Satisfied - Item: Application

Comments:
Attachment:
GA201.pdf

Item Status: Status

Date:

Satisfied - Item: Life & Annuity - Acturial Memo

Comments:

Attachments:
Act Memo SPDA104.pdf

Act Memo appendices (A).pdf
Act Memo appendices (B).pdf

Item Status: Status

Date:

Satisfied - Item: Index Consumer Brochure

Comments:

Attachment:

A1103-07-11 SPDA104 Index Consumer Brochure.pdf

Item Status: Status

SERFF Tracking Number: APLE-127621507 State: Arkansas 49760 Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: Financial Services Inc. Company Tracking Number: SPDA104 TOI: Sub-TOI: A07I.001 Equity Indexed A07I Individual Annuities - Special Product Name: Performance Select Indexed Project Name/Number: Date: Satisfied - Item: Disclosure Statements **Comments:** Attachments: ICC11-SPDA504(5).pdf ICC11-SPDA504(7).pdf ICC11-SPDA504(10).pdf **Item Status: Status** Date: Statement of Variability Satisfied - Item: Comments: Attachment: SPDA104SOV.pdf **Item Status: Status** Date: Readability Certification Satisfied - Item: Comments: Attachment: Readability Certification.pdf **Item Status: Status** Date: **Guaranty Association Notice** Satisfied - Item: **Comments:** Attachment: GNAR.pdf **Item Status: Status** Date: **Complaint Notice** Satisfied - Item: **Comments:** 

Attachment:

SERFF Tracking Number: APLE-127621507 State: Arkansas

Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 49760

Financial Services Inc.

Company Tracking Number: SPDA104

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: Performance Select Indexed

Project Name/Number: /

CNAR.pdf

Item Status: Status

Date:

Satisfied - Item: External Indexed Guidelines

Comments:

Attachment:

External Indexed Guidelines Certification.pdf



[Customer Service Center P.O. Box 19009, Greenville, SC 29602-9009 Toll Free: 866-363-3290 www.iaamerican.com]

#### **STATE OF ARKANSAS**

#### **FILING CERTIFICATION**

INDUSTRIAL ALLIANCE PACIFIC INSURANCE AND FINANCIAL SERVICES hereby certifies that the attached filing is in compliance with Arkansas Rule and Regulation 19 regarding discrimination in the sale of insurance.

Michael L. Stickney, President

September 12, 2011

Date

 $<sup>{}^{\</sup>rm TM}\!{\rm Trademark}$  of Industrial Alliance Insurance and Financial Services Inc.



#### IAP/IAA Service Center

Attn: Customer Service P.O. Box 19009 Greenville, SC 29602-9009

## **ANNUITY APPLICATION**

This Application will be used in a paper format

Print using dark ink

			PROPOSED A	NNUITANT				
First Name:			Middle Initials:		Last N	Name:		
Home Address, City, State:	·					ZIP:	H	ow long:
Tel. No:	0:							
SSN:		_ Employer:				Occupation:		
Employer's Address, City, S	tate: _					ZIP:	H	ow long:
		JOINT	ANNUITANT (not	allowed on	all pla	ns)		
First Name:			Middle Initials:		Last N	Name:		
Sex: ☐ Male ☐ Female		Date of Birth:		Age:		State of Birth: _		
Home Address, City, State:						ZIP:	H	low long:
Tel. No:		_ Driver's License N	0:			Issue State:		
SSN:		_ Employer:				Occupation:		
Employer's Address, City, S	tate: _					ZIP:	H	low long:
			BENEFIC	CIARY				
☐ Primary	%							
Full Name:			Relation to Propose	ed Annuitant:			Date of Birth:	
Street Address, City, State:								
☐ Primary								
Full Name:		-	Relation to Propose	ed Annuitant:			Date of Birth:	
Street Address, City, State:					ZIP: _		Tel. No:	
☐ Primary	0/_	□ Contingent						
Full Name:		_	Relation to Propose	ed Annuitant:			Date of Rirth	
Street Address, City, State:			·					
					211			
☐ Primary								
Full Name:			·					
Street Address, City, State:					ZIP: _		_ lel. No:	
☐ Same as the Propose	od Anı	nuitant	OWN	IER				
Owner's Full Name / Truste								
Date of Birth:			Sex: ☐ Male ☐		river's	License No:		
Tax ID or SSN:			Relationship to Pro					
Address, City, State:			•					
			IT OWNER (not all	lowed on all	l plans			
☐ Same as the Propos	ed Anı	nuitant						
First Name:			Middle Initials:		Last N	Name:		
Tax ID or SSN: Date of Birth:				Relationship to Proposed Annuitant:				
Address, City, State:					ZIP: _		_ Tel. No:	
	1.		PAYO	OR				
☐ Same as the Propos								
First Name:								
Tax ID or SSN:								
Address, City, State:					ZIP: _		_ Iel. No:	

	GEN	ERAL		
Is there any life insurance or annuity policy in for Will this annuity replace any existing insurance of a Provide an explanation in the "Details" box of	or annuities with this or an			☐ Yes* ☐ No
	PL	AN		
Annuity Product Name:				
		IM TYPE		
☐ Single Premium ☐ Flexible Premium  Surrender Charge Period: ☐ 5 Year ☐ 7 Year  For Indexed Annuity: Fixed Account	□ 10 Year □ Other _ 6 Indexed Account	% = 100%	□ Indexed	□ Non-Indexed
I request that any contract issued from this appli		TYPE		
☐ 403(b) Tax Sheltered Annuity	☐ Individual Retire		☐ Non-Quali	fied Annuity
☐ 457(b) Deferred Compensation Plan	☐ Roth IRA	inche / timarey		nea / timaley
is (a) believed compensation than		IIUMS		
Amount Paid with Application: \$		Frequency of Schedule	ed Premiums:	
Scheduled Premium: \$				
Annual Premium: \$		│ □ Annual	☐ Semi-Annual	☐ Quarterly
Payroll Reduction Payments (1st Contract Year P	avments)·	☐ Monthly (12 pay)	☐ Calendar (24 pay)	☐ Bi-Weekly (26 pay)
Initial Premium \$   for	•	☐ 9 pay	☐ 10 pay	☐ 11 pay
Then \$		☐ 13 pay	☐ 20 pay	☐ 21 pay
Total 1st Contract Year Premium: \$		☐ 25 pay	☐ 52 pay	☐ Other:
	METHOD O	F PAYMENT		
What is the source of the funds used for the initi				
Have you or any beneficiary(ies) entered into or Have you or any beneficiary(ies) ever sold, trans:  *Notice: State law may prohibit you from ente If you have any questions about this,	ferred or assigned any anr ring into any agreement to	nuity contract to a third possible sell, transfer or assign a	party? ☐ Yes ☐	No
☐ Pre-Authorized Check (Complete and attach I	Pre-Authorized Check Form	and void sample check.)		
☐ List billing starting on ☐ (MM/DD/YYYY)		Name of Employer) L		
Payments excluding the mo  □ Same as the Propo	onths of ( <b>J F M A M</b>	J J A S O N D )		
Street Address, City, State:			ZIF	).
	TRAN	SFERS		
Type of tax deferred account	of \$	from		
(Complete and attach the applicable forms.)  DETAILS			AMENDMENTS	

GA201 Page 2 of 3

#### **FRAUD WARNING**

**Arizona Residents Only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

District of Columbia Residents Only: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida Residents Only: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

North Dakota and South Dakota Residents Only: Any person, who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, commits insurance fraud, which may be a crime and may subject the person to civil and criminal penalties.

Oregon Residents Only: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In All Other States: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

#### **SIGNATURES**

I/We, the undersigned, hereby declare that the statements on this Application shall form the basis of any Annuity Contract issued. All statements made in this application form are accurate to the best of our knowledge and belief.

Also, where this application is for a contract to be issued under section 403(b), by signing below, I/We are hereby authorizing Industrial Alliance Pacific Insurance and Financial Services Inc. to provide the employer maintaining the section 403(b) plan (or an agent of the employer) with information necessary for the administration of the 403(b) plan.

I/We believe that the purchase of this Annuity Contract is suitable given our particular legal, financial, tax investment, estate planning or other goals or circumstances. I/We acknowledge receipt of any required disclosures, including the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity Indexed Annuities.

I/We understand that if applying for an Indexed Annuity, that while the value of the contract may be affected by an external index, the annuity does not directly participate in any stock or equity investment.

Federal law requires sufficient information to identify the parties to the purchase of an annuity. Failure to provide such information could result in the annuity not being issued, delayed, unprocessed transaction requests or terminated.

Signed at(City, State)	this	day of	20
Signature of Proposed Annuitan	t	Signature of Owner	(If Different than Proposed Annuitant)
Signature of Proposed Joint Annuitant	(if any)	Signat	ure of Joint Owner (if any)
	AC	GENT DATA	
Are you aware of any life insurance or annuity police.  Are you aware if this Annuity Contract will replace a *Provide an explanation in the "Details" box on property of the provided in the second of the second o	any existing insurar evious page and a e training material	nce policies or annuity contracts v ttach applicable replacement form s for this product and I have a co	vith this or any other Company? ☐ Yes* ☐ ns.  Implete understanding of the annuity proc
applied for under this application. I further certify for the applicant.	that I have review	ed the applicant's suitability infor	mation and found that this annuity is suita
Signature of Licensed Agent (Witness)		Print Agent Name	Agent # / %
Signature of Licensed Agent (Witness)		Print Agent Name	 Agent # / %

GA201





Industrial Alliance Pacific Insurance and Financial Services Inc. (IAP). In California, doing business as Industrial-Alliance Pacific Life Insurance Company, United States Branch. In Oregon, doing business as Industrial-Alliance Pacific Life insurance Company. A1103-07/11 SPDA104

 $<sup>{}^{\</sup>text{TM}}\text{Trademark}$  of Industrial Alfiance Insurance and Financial Services Inc.

# KBUILDING A'STABLE FUTURE ON "A'SOLID" FOUNDATION

# Why Performance Select Index?

A comfortable retirement doesn't just happen. It takes commitment, careful planning and saving. State or Federal Retirement Systems alone will not maintain the lifestyle you've worked so hard to achieve. You need to establish your own foundation for a future of income security. The Performance Select Index is designed to help you achieve this goal.

An indexed annuity is a strategically constructed retirement savings vehicle that combines the principles of a traditional fixed annuity with the growth characteristics of an equity-invested product.

The Performance Select Index is a Single Premium Deferred Annuity (SPDA) with 5, 7 or 10-year surrender charge options that provide all the benefits traditionally associated with a conventional fixed annuity, but also can credit interest based, in part, on the performance of the Standard & Poor's 500 Composite Stock Price Index without dividends.

As the stock market rises, the indexed account of your Performance Select Index is credited with an interest rate linked to the rise in the market. If the market declines, you will never lose your principal and your policy value will not decrease. Also, because the interest gains are locked-in annually, interest already credited in prior years is never affected by future decreases in the S&P 500® index.

The Performance Select Index SPDA is designed for single 403(b) or 457 contributions and transfers. Contributions to 403(b) and 457 Plans are made on a pre-tax basis. That means you do not pay income tax on your contributions or your interest earnings until you take withdrawals (at retirement or other qualifying events). This condition can help you reach your retirement goals faster. You may also be in a lower tax bracket after retirement when you begin to receive distributions.

The Performance Select Index SPDA is not a mutual fund or any instrument that participates directly in stock or equity investments. The Performance Select Index SPDA offers you the potential for attractive returns based on the performance of the stock market without ever exposing you to market risk.

"Standard & Poor's®", "S&P®", "S&P 500°", "Standard & Poor's 500", and "500" are trademarks of The McGraw-Hill Companies, Inc. This product is not sponsored, endorsed, sold or promoted by Standard & Poor's, and Standard and Poor's makes no representations regarding the advisability of purchasing this product. The S&P 500 Index does not reflect dividends paid on the underlying stocks.









### Annuitization

For many people, the potential of outliving their retirement income is a real concern. Only an annuity can provide you with a guaranteed income you can't outlive. A life annuity settlement option provides the peace of mind that comes from knowing you will not outlive your income payments. Whatever you decide, there are various customized settlement options available including:

- Life Income Only
- Life Income with Minimum Guarantee (5, 10, or 20 years)
- Term Certain Income Only (5, 10, or 20 years)

You may also choose any of these annuitization options prior to maturity date at age 92. See Surrender Charge Schedule.

# Systematic Withdrawał Option

Prior to maturity date at age 92, you may also choose to receive the policy value in payments made monthly or annually according to a fixed time period or a fixed amount. You may also stop these payments and restart them at a later date, creating the ability to maintain control of the account to strategically maneuver through retirement while continuing to earn a current interest rate. Withdrawals over 10% of the policy value may incur Surrender Charges. See Surrender Charge Schedule.

### Maturity Date

Policy automatically annuitizes at annuitant's age 92.

### No Administrative Fees

There are no annual administrative fees or up-front sales charges or loads.



# A SOLID FOUNDATION FOR YOUR GOLDEN YEARS

The Performance Select Index gives you the choice between two kinds of interest accounts. Carefully consider how you want your premiums to be allocated between these accounts.

### Fixed Account (allocate 0-100%)

The Fixed Account option provides you with a fixed rate of interest, so you will always know the exact rate of interest you will earn (just as you would with a traditional fixed annuity). The initial credited interest rate is guaranteed for the first twelve months, after which it can change at any time for periods going forward. The interest rate credited to the Fixed Account will never be less than the guaranteed minimum interest rate shown in your policy.

# Indexed Account (allocate 0-100%)

For the Indexed Account, interest is credited based on the difference between a starting and ending value of the S&P 500° during a twelve-month period called an indexed term. The account earns the percentage increase of the S&P 500° Index, up to the cap. If the S&P 500° goes down, the account is credited 0%. Interest is credited at the end of each 12-month indexed term. The company will set the cap at the beginning of each 12-month indexed term, but it will never be less than the guaranteed minimum cap specified in the policy.

### What is the Cap?

Stated as a percentage, this is the maximum rate of interest that funds allocated to the indexed account will earn during an indexed term. The cap for an indexed term is set at the beginning of the indexed term. IAP may change the cap at the beginning of a new indexed term. However, the cap will never go below the minimum guaranteed rate as specified in the policy.

### Use of S&P Index Values

The S&P 500® tracks the stocks of 500 large-capitalization U.S. companies and is one of the most commonly used benchmarks for the overall U.S. stock market. The 500 listed companies are highly diverse, spanning every relevant portion of the U.S. economy. Although past performance of the S&P 500® Index is no guarantee of future results, the S&P 500® Index has historically outperformed other fixed interest investment alternatives. During market declines, the Performance Select Index protects your principal and credits, at minimum, at a zero percent return.

### Account Allocations

The initial allocations are made at the time of application. Premiums may be allocated between accounts in whole percentages, and the total must add up to 100%. You may elect to change your allocation percentages at any time.

# Account Transfers/Reallocations

Funds may be reallocated from the Fixed Account to the Indexed Account on the 15th of each month. To reallocate funds, IAP must receive written notice of the request no later than the first day of the month in which the funds are to be reallocated. The minimum amount that may be reallocated is \$50.00. Each allocation to the Indexed Account will be placed in an Indexed Sub-Account with its own 12 month indexed term.

Funds may be reallocated from the Indexed Account to the Fixed Account at any time, but as indexed interest is calculated and credited at the end of the 12-month indexed term, reallocating funds from an Indexed Sub-Account to the Fixed Account prior to the end of an indexed term will result in no interest being credited to the amounts being moved. Unless all funds are transferred out of an Indexed Sub-Account, at least \$50 must remain in that Sub-Account.



## ISSUE AGES (Annuitant's Age Last Birthday)

- 5-Year Surrender Charge Option: qualified 18-80; non-qualified 0-80
- 7-Year Surrender Charge Option: qualified 18-78; non-qualified 0-78
- 10-Year Surrender Charge Option: qualified 18-75; non-qualified 0-75

### Minimum Premium \$10,000

LOON Provisions For 403(b) and 457 Plans that allow policy loans, loans are available 30 days after the first premium is paid. The minimum loan amount is \$500. The maximum loan amount is the lesser of 50% of cash surrender value or \$50,000 from all plans maintained by your Employer. The loan collateral will earn 3.00% while the remaining policy value continues to earn interest at the current rate. This means that with a guaranteed loan interest rate of 5.5%, the net cost of a loan is only 2.5%.

Tax Advantages The Performance Select Index is subject to the same taxation rules and requirements as a traditional fixed annuity. This means your policy value grows and compounds tax-deferred until you withdraw from your policy.

Waiver of Surrender Charges Having options to access the policy value without incurring surrender charges is an important part of any retirement plan. The Performance Select Index was designed with this in mind. Withdrawals and the 5 X 5 Provision (available only with the 10-Year Surrender Charge Option) are specially designed avenues created for just this purpose.

With Grawals After the first policy year, and each year thereafter, surrender charges will be waived for the first partial withdrawal taken for up to 10% of the accumulated policy value on the day of the withdrawal. Surrender charges will not be waived for withdrawals in excess of 10% of the policy value or taken subsequent to the first withdrawal in a policy year. Withdrawals are subject to IRS rules, and will reduce the cash surrender value of your policy by the amount of the partial withdrawal and any applicable withdrawal charges. Withdrawals are first made from the Fixed Account until it is exhausted. Any withdrawals made from an Indexed Sub-Account prior to the end of a one-year indexed term will result in no interest being credited to the amounts withdrawn.

Guaranteed Death Benefit Should the annuitant die before annuity payments begin, a death benefit is payable to your beneficiary. The death benefit is the policy value less any indebtedness on the Annuitant's date of death. No surrender charges apply to the death benefit.





### Policy Value

At any time on or prior to the date upon which annuity payments begin, the policy value will be equal to: a) The premiums received, plus b) interest credited to the Fixed Account and Indexed Sub-Account(s), less c) any partial withdrawals and associated surrender charges if any, less d) premium taxes, if any.

## Early Withdrawal Value

The net early withdrawal value is the policy value, less any surrender charges, less any loans.

# Guaranteed Minimum Early Withdrawal Value

The Guaranteed Minimum Early Withdrawal Value of the policy is 87.5% of the premium accumulated at the guaranteed minimum interest rate, less any withdrawals, and associated surrender charges, less any loans. The Guaranteed Minimum Surrender Value will not be less than the minimum value required by the state in which the policy is issued.

# Surrender Charge Schedule

The Performance Select Index SPDA is designed to be a long-term policy. Should you need to terminate your policy early, your Perfomance Select Index annuity will be subject to surrender charges. Surrender charges are expressed as a percentage of the policy value, and are shown in the tables below.

5-Year Surrender Charge Option

		<del> </del>				
Year	I	2	3	4	5	6
% charge Anuitant issue ages 0-58	10	10	6	4	2	0
% charge Annuitant issue ages 59+	8	8	6	4	2	0

7-Year Surrender Charge Option

Year	1	2	3	4	5	6	7	8
% charge Anuitant issue ages 0-58	10	10	8	7	6	4	2	0
% charge Annuitant issue ages 59+	8	8	6	5	4	3	2	0

10-Year Surrender Charge Option

Year	1	2	3	4	5	6	7	8	9	10	11
% charge Annuitant issue ages 0-58	10	10	8	7	6	5	4	3	2	1	0
% charge Annuitant issue ages 59+	8	8	6	5	4	3	2	1	0	0	0



# Performance Select Index

At Industrial Alliance Pacific Insurance and Financial Services, Inc. (IAP), we know that in today's marketplace there are more choices than ever when it comes to making decisions about your long-term financial future. Achieving a secure retirement requires making decisions today that can help you realize a future that is financially stable. Make IAP part of that future by establishing a Performance Select SPDA Indexed Annuity.

### Right to Cancel

You have the right to cancel your Performance Select Index Annuity policy within thirty (30) days after the policy is first received. You may cancel it for any reason by returning it to the agent through whom it was purchased or to IAP's home office. The return of the policy will void it from the beginning. We will refund all payments made for this policy within ten (10) days after receiving notice of cancellation and the return of the policy.





# CORPORATE OVERVIEW

Industrial Alliance Pacific Insurance and Financial Services, Inc. (IAP), and IA American Life Insurance Company (IAA), are subsidiaries of Industrial Alliance Insurance and Financial Services Inc. (IA), North American life and health insurance company serving customer since 1890.

Built on a foundation of conservative and diversified financial decisions, and with a goal of long-term strength and reliability, IA contributes to the financial well-being of over 3 million customers, coupley 5 more than 3505 people, and manages and administers over 866 billion in assets.

Independent rating agencies, which evaluate the financial strength and capability of life and health insurance companies to meet their obligations to their policyholders and creditors, continue to assign ratings to IA at the upper end of the scale, ranking the company among the most solid institutions. IA holds a Financial Strength Rating of A (Excellent), the third highest rating from A.M. Best. IAP also holds an A (Excellent) rating from A.M. Best.

Over the past decade, Industrial Alliance has made major breakthroughs: entry into the wealth management sector through sixteen acquisitions, opening of new offices from the Atlantic to the Pacific, and entry in new markets, namely through IA American Life Insurance Company. This history of controlled development and sustained financial strength is at the foundation of its plans for future growth.

As we work towards the future, the foundation of IA's success remains unchanged. Just as we have demonstrated for more than 115 years, the IA companies will continue to provide you with proven financial security products worthy of your trust.

INDUSTRIAL ALLIANCE PACIFIC

™Trademark of Industrial Alliance Insurance and Financial Services Inc.

This document is not a legal contract. This brochure provides a summary of the features and benefits of the Performance Select Index policy SPDA104. If there is a discrepancy between this brochure and the Performance Select Index policy, the policy will prevail. For exact terms and conditions, please refer to the policy contract. Availability and terms may vary by state.

The Performance Select Index annuity is not a registered security or stock market investment and does not directly participate in stock or equity investments. The S&P 500 Index is a price index and does not reflect dividends paid on the underlying stocks.

Interest rates, specific rates, indexed interest caps and monthly indexed caps are declared by Industrial Alliance Pacific Insurance and Financial Services, Inc. Guarantees are backed by the financial strength and claims paying ability of Industrial Alliance Pacific Insurance and Financial Services, Inc.

Comments contained in this brochure reflect our understanding of the current tax law treatment of this type of contract. Since the laws are subject to different interpretations and possible changes in the future, we recommend that you consult a qualified tax advisor.



INDUSTRIAL ALLIANCE PACIFIC
INSURANCE AND FINANCIAL SERVICES™
a stock company

[Customer Service Center P.O. Box 19009, Greenville, S.C. 29602-9009

Toll Free: 866-363-3290 www.iaamerican.com]

#### ANNUITY DISCLOSURE

SINGLE PREMIUM DEFERRED INDEXED ANNUITY ICC11-SPDA104

This Policy is a single premium deferred indexed annuity, a long-term investment. Interest earned under this policy is tax-deferred until withdrawn. You, as the Owner of the annuity, will incur surrender charges and tax consequences if You withdraw funds from the policy too early. Therefore, the policy may result in a loss if kept for only a few years. Please consult Your tax advisor before withdrawing any funds under this annuity.

This Policy is issued in consideration of the application and the payment of Premium. The Premium will be allocated into either a Fixed Account or Indexed Account or a portion of the Premium in each, as You designate. [When endorsement form ICC11-PB403 is attached to this Policy, the premium paid during the first policy year will be credited with a [1.0]% Premium Bonus, which is immediately vested and included in the Policy Value.]

The Fixed Account will earn interest at a rate determined by Us, but guaranteed never to be less than the Guaranteed Minimum Interest Rate, as shown on the Policy Data Page. The Indexed Account will be credited with interest at the end of the Index Term at a rate of interest that is linked to an outside equity index using a formula based on changes in the Index, as shown on the Policy Data Page. If the Index Change is zero or less for an Indexed Term, no interest will be credited to the Indexed Account. The Index Rate Cap for an Indexed Term will never be less than the Guaranteed Minimum Index Rate Cap shown on the Policy Data Pages.

This Policy matures on the first day of the month following the Annuitant's 92<sup>nd</sup> birthday. The Policy Value less any indebtedness will begin to be distributed under the payment option selected by You prior to the Maturity Date. Please see the Policy for a description of the payment options.

You may surrender the Policy and receive the Net Early Withdrawal Value. If the Annuitant's age at issue is 58 or below, and you surrender the policy during the first 5 years of the policy, you will be charged an Early Withdrawal Charge, which is 10% of the Policy Value during the first two years, reducing to 6% of the Policy Value during the third year, then decreasing by 2% each year thereafter. After 5 years, no surrender charge will be applicable. If the Annuitant's age at issue is 59 or above, and you surrender the policy during the first 5 years of the policy, you will be charged an Early Withdrawal Charge, which is 8% of the Policy Value during the first two years, reducing by 2% each year thereafter. After 5 years, no surrender charge will be applicable.

Prior to the Maturity Date, You may access funds through a Partial Withdrawal. After the first Policy Year, the first Partial Withdrawal taken in a Policy Year will not incur an Early Withdrawal Charge so long as it is no more than 10% of the Policy Value on the day of the Partial Withdrawal. Amounts in excess of 10% of the Policy Value or subsequent Partial Withdrawals taken in a Policy Year will incur an Early Withdrawal Charge.

You may also access funds through a Systematic Withdrawal. The Net Early Withdrawal Value of the Policy will be applied to a payout schedule chosen by You from those available at the time of withdrawal. Please see the Policy for a description of the payment options.

Upon receipt of Due Proof of Death of the Annuitant, the Death Benefit will be payable. If the death of the Annuitant occurs prior to the Maturity Date, the Death Benefit will be paid to the Beneficiary(ies). If the Annuitant dies after the annuity payments have begun, any remaining benefit will be distributed at least as rapidly as under the Annuity Option then in effect.

We will send You a Policy Report at least once each year without charge. The Policy Report will include information such as amounts credited or debited to the Policy Value during the year, the surrender value of the Policy, the amount of indebtedness, if any, and the amount of the Death Benefit, and any other information required under state or federal law.

As Owner, You may exercise all rights and options allowed by this Policy, such as withdrawals or change of Beneficiary(ies). You may also name someone else as Owner. The use of these rights may be subject to the consent of any assignee, irrevocable Beneficiary or Your spouse in a community property state.

ICC11-SPDA504(5) 1

If you have questions about Your Policy, or wish to exercise any of the rights or options provided under this Policy, please contact Us at the Administrative Office shown at the top of this disclosure.

The following is an example of Policy Values that would accrue based upon a single premium of \$[10,000] at the Guaranteed Interest Rate of [2]%, as long as there are no Early Withdrawals, Partial Withdrawals, Systematic Withdrawals or premium taxes. Policy Values are attained at the end of the year shown.

### 5 Year Surrender Charge, Issue Ages 0-58

End of Policy Year	Premiums Paid	Fixed Policy Value	Indexed Policy Value	Total Policy Value	Early Withdrawal Value (EWV)	Guaranteed Minimum Early Withdrawal Value (GMSV)	Higher of EWV or GMSV
1	[\$10,000.00	[5,201.50	[5,201.50	[\$10,403.00	[\$9,362.70	[8,961.00	[9,362.70
2	\$0.00	5,305.53	5,305.53	\$10,611.06	\$9,656.06	9,089.22	9,656.06
3	\$0.00	5,411.64	5,411.64	\$10,823.28	\$10,238.82	9,220.00	10,238.82
4	\$0.00	5,519.87	5,519.87	\$11,039.75	\$10,642.32	9,353.40	10,642.32
5	\$0.00	5,630.27	5,630.27	\$11,260.54	\$11,057.85	9,489.47	11,057.85
10	\$0.00	6,216.27	6,216.27	\$12,432.55	\$12,432.55	10,211.74	12,432.55
20	\$0.00	7,577.60	7,577.60	\$15,155.21	\$15,155.21	11,889.62	15,155.21
30	\$0.00	9,237.06	9,237.06	\$18,474.11	\$18,474.11	13,934.94	18,474.11
57	\$0.00]	15,766.61]	15,766.61]	\$31,533.21]	\$31,533.21]	21,982.80]	31,533.21]

At age 92, a Guaranteed Policy Value of \$[31,533.21] would buy a monthly income for life (10 years guaranteed) of \$[281.58], based on the guaranteed settlement option factor. These amounts are for illustrative purposes only. The actual value used for annuitization will be the Policy Value on the first day of the month following the Annuitant's 92<sup>nd</sup> birthday.

This is a summary of the features of this annuity. Please see the policy for full details. After you have received and reviewed your annuity, if you are not satisfied, you may cancel it by returning it to the Company within 30 days. We will refund all monies received and the annuity will be void.

ICC11-SPDA504(5) 2

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#### ANNUITY DISCLOSURE

SINGLE PREMIUM DEFERRED INDEXED ANNUITY ICC11-SPDA104

This Policy is a single premium deferred indexed annuity, a long-term investment. Interest earned under this policy is tax-deferred until withdrawn. You, as the Owner of the annuity, will incur surrender charges and tax consequences if You withdraw funds from the policy too early. Therefore, the policy may result in a loss if kept for only a few years. Please consult Your tax advisor before withdrawing any funds under this annuity.

This Policy is issued in consideration of the application and the payment of Premium. The Premium will be allocated into either a Fixed Account or Indexed Account or a portion of the Premium in each, as You designate. [When endorsement form ICC11-PB403 is attached to this Policy, the premium paid during the first policy year will be credited with a [1.0]% Premium Bonus, which is immediately vested and included in the Policy Value.]

The Fixed Account will earn interest at a rate determined by Us, but guaranteed never to be less than the Guaranteed Minimum Interest Rate, as shown on the Policy Data Page. The Indexed Account will be credited with interest at the end of the Index Term at a rate of interest that is linked to an outside equity index using a formula based on changes in the Index, as shown on the Policy Data Page. If the Index Change is zero or less for an Indexed Term, no interest will be credited to the Indexed Account. The Index Rate Cap for an Indexed Term will never be less than the Guaranteed Minimum Index Rate Cap shown on the Policy Data Pages.

This Policy matures on the first day of the month following the Annuitant's 92<sup>nd</sup> birthday. The Policy Value less any indebtedness will begin to be distributed under the payment option selected by You prior to the Maturity Date. Please see the Policy for a description of the payment options.

You may surrender the Policy and receive the Net Early Withdrawal Value. If the Annuitant's age at issue is 58 or below, and you surrender the policy during the first 7 years of the policy, you will be charged an Early Withdrawal Charge, which is 10% of the Policy Value during the first two years, reducing to 8% of the Policy Value during the third year, 7% of the Policy Value in the fourth year, 6% of the Policy Value in the fifth year, then decreasing by 2% each year thereafter. After 7 years, no surrender charge will be applicable. If the Annuitant's age at issue is 59 or above, and you surrender the policy during the first 7 years of the policy, you will be charged an Early Withdrawal Charge, which is 8% of the Policy Value during the first two years, reducing to 6% of the Policy Value during the third year, then reducing by 1% each year thereafter until the seventh year. After 7 years, no surrender charge will apply.

Prior to the Maturity Date, You may access funds through a Partial Withdrawal. After the first Policy Year, the first Partial Withdrawal taken in a Policy Year will not incur an Early Withdrawal Charge so long as it is no more than 10% of the Policy Value on the day of the Partial Withdrawal. Amounts in excess of 10% of the Policy Value or subsequent Partial Withdrawals taken in a Policy Year will incur an Early Withdrawal Charge.

You may also access funds through a Systematic Withdrawal. The Net Early Withdrawal Value of the Policy will be applied to a payout schedule chosen by You from those available at the time of withdrawal. Please see the Policy for a description of the payment options.

Upon receipt of Due Proof of Death of the Annuitant, the Death Benefit will be payable. If the death of the Annuitant occurs prior to the Maturity Date, the Death Benefit will be paid to the Beneficiary(ies). If the Annuitant dies after the annuity payments have begun, any remaining benefit will be distributed at least as rapidly as under the Annuity Option then in effect.

We will send You a Policy Report at least once each year without charge. The Policy Report will include information such as amounts credited or debited to the Policy Value during the year, the surrender value of the Policy, the amount of indebtedness, if any, and the amount of the Death Benefit, and any other information required under state or federal law.

As Owner, You may exercise all rights and options allowed by this Policy, such as withdrawals or change of Beneficiary(ies). You may also name someone else as Owner. The use of these rights may be subject to the consent of any assignee, irrevocable Beneficiary or Your spouse in a community property state.

If you have questions about Your Policy, or wish to exercise any of the rights or options provided under this Policy, please contact Us at the Administrative Office shown at the top of this disclosure.

The following is an example of Policy Values that would accrue based upon a single premium of \$[10,000] at the Guaranteed Interest Rate of [2]%, as long as there are no Early Withdrawals, Partial Withdrawals, Systematic Withdrawals or premium taxes. Policy Values are attained at the end of the year shown.

### 7 Year Surrender Charge, Issue Ages 0-58

End of Policy Year	Premiums Paid	Fixed Policy Value	Indexed Policy Value	Total Policy Value	Early Withdrawal Value (EWV)	Guaranteed Minimum Early Withdrawal Value (GMSV)	Higher of EWV or GMSV
1	[\$10,000.00	[5,278.75	[5,278.75	[\$10,557.50	[\$9,501.75	[8,961.00	[9,501.75
2	\$0.00	5,384.33	5,384.33	\$10,768.65	\$9,799.47	9,089.22	9,799.47
3	\$0.00	5,492.01	5,492.01	\$10,984.02	\$10,193.17	9,220.00	10,193.17
4	\$0.00	5,601.85	5,601.85	\$11,203.70	\$10,497.87	9,353.40	10,497.87
5	\$0.00	5,713.89	5,713.89	\$11,427.78	\$10,810.68	9,489.47	10,810.68
10	\$0.00	6,308.59	6,308.59	\$12,617.19	\$12,617.19	10,211.74	12,617.19
20	\$0.00	7,690.14	7,690.14	\$15,380.28	\$15,380.28	11,889.62	15,380.28
30	\$0.00	9,374.24	9,374.24	\$18,748.48	\$18,748.48	13,934.94	18,748.48
57	\$0.00]	16,000.76]	16,000.76]	\$32,001.53]	\$32,001.53]	21,982.80]	32,001.53]

At age 92, a Guaranteed Policy Value of \$[31,001.53] would buy a monthly income for life (10 years guaranteed) of \$[285.77], based on the guaranteed settlement option factor. These amounts are for illustrative purposes only. The actual value used for annuitization will be the Policy Value on the first day of the month following the Annuitant's 92<sup>nd</sup> birthday.

This is a summary of the features of this annuity. Please see the policy for full details. After you have received and reviewed your annuity, if you are not satisfied, you may cancel it by returning it to the Company within 30 days. We will refund all monies received and the annuity will be void.

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INDUSTRIAL ALLIANCE PACIFIC
INSURANCE AND FINANCIAL SERVICES™
a stock company

[Customer Service Center P.O. Box 19009, Greenville, S.C. 29602-9009 Toll Free: 866-363-3290

www.iaamerican.com]

### ANNUITY DISCLOSURE

SINGLE PREMIUM DEFERRED INDEXED ANNUITY ICC11-SPDA104

This Policy is a single premium deferred indexed annuity, a long-term investment. Interest earned under this policy is tax-deferred until withdrawn. You, as the Owner of the annuity, will incur surrender charges and tax consequences if You withdraw funds from the policy too early. Therefore, the policy may result in a loss if kept for only a few years. Please consult Your tax advisor before withdrawing any funds under this annuity.

This Policy is issued in consideration of the application and the payment of Premium. The Premium will be allocated into either a Fixed Account or Indexed Account or a portion of the Premium in each, as You designate. [When endorsement form ICC11-PB403 is attached to this Policy, the premium paid during the first policy year will be credited with a [1.0]% Premium Bonus, which is immediately vested and included in the Policy Value.]

The Fixed Account will earn interest at a rate determined by Us, but guaranteed never to be less than the Guaranteed Minimum Interest Rate, as shown on the Policy Data Page. The Indexed Account will be credited with interest at the end of the Index Term at a rate of interest that is linked to an outside equity index using a formula based on changes in the Index, as shown on the Policy Data Page. If the Index Change is zero or less for an Indexed Term, no interest will be credited to the Indexed Account. The Index Rate Cap for an Indexed Term will never be less than the Guaranteed Minimum Index Rate Cap shown on the Policy Data Pages.

This Policy matures on the first day of the month following the Annuitant's 92<sup>nd</sup> birthday. The Policy Value less any indebtedness will begin to be distributed under the payment option selected by You prior to the Maturity Date. Please see the Policy for a description of the payment options.

You may surrender the Policy and receive the Net Early Withdrawal Value. If the Annuitant's age at issue is 58 or below, and you surrender the policy during the first 10 years of the policy, you will be charged an Early Withdrawal Charge, which is 10% of the Policy Value during the first two years, reducing to 8% of the Policy Value during the third year, then decreasing by 1% each year thereafter. After 10 years, no surrender charge will be applicable. If the Annuitant's age at issue is 59 or above, and you surrender the policy during the first 8 years of the policy, you will be charged an Early Withdrawal Charge, which is 8% of the Policy Value during the first two years, reducing to 6% of the Policy Value during the third year, then reducing by 1% each year thereafter. After 8 years, no surrender charge will be applicable.

Prior to the Maturity Date, You may access funds through a Partial Withdrawal. After the first Policy Year, the first Partial Withdrawal taken in a Policy Year will not incur an Early Withdrawal Charge so long as it is no more than 10% of the Policy Value on the day of the Partial Withdrawal. Amounts in excess of 10% of the Policy Value or subsequent Partial Withdrawals taken in a Policy Year will incur an Early Withdrawal Charge.

You may also access funds through a Systematic Withdrawal. The Net Early Withdrawal Value of the Policy will be applied to a payout schedule chosen by You from those available at the time of withdrawal. Please see the Policy for a description of the payment options.

Upon receipt of Due Proof of Death of the Annuitant, the Death Benefit will be payable. If the death of the Annuitant occurs prior to the Maturity Date, the Death Benefit will be paid to the Beneficiary(ies). If the Annuitant dies after the annuity payments have begun, any remaining benefit will be distributed at least as rapidly as under the Annuity Option then in effect.

We will send You a Policy Report at least once each year without charge. The Policy Report will include information such as amounts credited or debited to the Policy Value during the year, the surrender value of the Policy, the amount of indebtedness, if any, and the amount of the Death Benefit, and any other information required under state or federal law.

As Owner, You may exercise all rights and options allowed by this Policy, such as withdrawals or change of Beneficiary(ies). You may also name someone else as Owner. The use of these rights may be subject to the consent of any assignee, irrevocable Beneficiary or Your spouse in a community property state.

If you have questions about Your Policy, or wish to exercise any of the rights or options provided under this Policy, please contact Us at the Administrative Office shown at the top of this disclosure.

The following is an example of Policy Values that would accrue based upon a single premium of \$[10,000] at the Guaranteed Interest Rate of [2]%, as long as there are no Early Withdrawals, Partial Withdrawals, Systematic Withdrawals or premium taxes. Policy Values are attained at the end of the year shown.

### 10 Year Surrender Charge, Issue Ages 0-58

					Early	Guaranteed	
End of		Fixed			Withdrawal	Minimum Early	Higher of
Policy	Premiums	Policy	Indexed	Total Policy	Value	Withdrawal Value	EWV or
Year	Paid	Value	Policy Value	Value	(EWV)	(GMSV)	GMSV
1	[\$10,000.00	[5,407.50	[5,407.50	[\$10,815.00	[\$9,733.50	[8,961.00	[9,733.50
2	\$0.00	5,515.65	5,515.65	\$11,031.30	\$10,038.48	9,089.22	10,038.48
3	\$0.00	5,625.96	5,625.96	\$11,251.93	\$10,441.79	9,220.00	10,441.79
4	\$0.00	5,738.48	5,738.48	\$11,476.96	\$10,753.92	9,353.40	10,753.92
5	\$0.00	5,853.25	5,853.25	\$11,706.50	\$11,074.35	9,489.47	11,074.35
10	\$0.00	6,462.46	6,462.46	\$12,924.93	\$12,808.60	10,211.74	12,808.60
20	\$0.00	7,877.71	7,877.71	\$15,755.41	\$15,755.41	11,889.62	15,755.41
30	\$0.00	9,602.88	9,602.88	\$19,205.76	\$19,205.76	13,934.94	19,205.76
57	\$0.00]	16,391.03]	16,391.03]	\$32,782.05]	\$32,782.05]	21,982.80]	32,782.05]

At age 92, a Guaranteed Policy Value of \$[32,782.05] would buy a monthly income for life (10 years guaranteed) of \$[292.74], based on the guaranteed settlement option factor. These amounts are for illustrative purposes only. The actual value used for annuitization will be the Policy Value on the first day of the month following the Annuitant's 92<sup>nd</sup> birthday.

This is a summary of the features of this annuity. Please see the policy for full details. After you have received and reviewed your annuity, if you are not satisfied, you may cancel it by returning it to the Company within 30 days. We will refund all monies received and the annuity will be void.

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# INDUSTRIAL ALLIANCE PACIFIC INSURANCE AND FINANCIAL SERVICES STATEMENT OF VARIABILITY

Single Premium Deferred Indexed Annuity: SPDA104
Policy Data Pages: SPDA104(5) SPDA104(7) SPDA104(10)
Annuity Disclosure Forms: ICC11-SPDA504(5) ICC11-SPDA504(7) ICC11-SPDA504(7)

The following is a list of the variable items in policy form ICC11-SPDA104, other than those that are policyholder specific. These items will be administered in accordance parameters provided below, and any change or modification to the variable range with be filed for prior approval.

Administrative Office:	This item is variable to accommodate any future relocation of the Administrative Office.
Home Office:	This item is variable to accommodate any future relocation of the Company's office.
Initial Premium Bonus Percentage:	[1% - 10%] will be adjusted to reflect current market conditions in a non-discriminatory manner.
Initial Fixed Account Interest Rate:	[1% - 12%] will be adjusted to reflect current credited interest rate at policy issue.
Guaranteed Minimum Fixed Account Interest Rate:	[1% - 3 %] may be adjusted over time according to the nonforfeiture law for annuities
Surrender Charge Tables:	This policy will be issued with 1 of 3 surrender charge periods, 5, 7, or 10 years, as chosen by the policyholder and subject to age limitations.
Initial Index Rate Cap:	[1% - 12%] will be adjusted to reflect current market conditions in a non-discriminatory manner.
Guaranteed Minimum Index Rate Cap:	[1% - 3%] will be adjusted to reflect current market conditions in a non-discriminatory manner.
Index:	If the S&P 500 becomes unavailable, or we opt to offer an additional index, any change in the index will be filed and approved with the ICC

before use.

<sup>™</sup>Trademark of Industrial Alliance Insurance and Financial Services Inc.



Industrial Alliance Pacific Insurance and Financial Services Inc. P.O. Box 26900, Scottsdale, AZ 85255-0131

TOLL FREE: 888-473-5540 FAX: 480-502-5088

### **CERTIFICATION OF READABILITY**

Industrial Alliance Pacific Insurance and Financial Services Inc. hereby certifies that the following forms comply with state requirements for readability as follows:

SPDA104	Single Premium Deferred Indexed Annuity	52
ICC11-SPDA504(5)	Disclosure Statement	50
ICC11-SPDA504(7)	Disclosure Statement	50
ICC11-SPDA504(10)	Disclosure Statement	50

Michael L. Stickney Executive Vice President

September 12, 2011

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### LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

#### **DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association c/o The Liquidation Division 1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

#### **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

GNAR 1

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed
  the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity
  contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is
  a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial
  institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims:
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a non-affiliate benefit plan or its trustees).

#### LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

GNAR 2



[Customer Service Center P.O. Box 19009, Greenville, SC 29602-9009 Toll Free: 866-363-3290

www.iaamerican.com]

# NOTICE TO

### **ARKANSAS POLICYHOLDERS**

Policyholder Service Office of Industrial Alliance Pacific Insurance and Financial Services:

Customer Service Center P.O. Box 19009, Greenville, SC 29602-9009 Toll Free: 1-866-363-3290

Name of Agent:		
Address of Agent:		
Agent Phone Number:		

If we at Industrial Alliance Pacific Insurance and Financial Services fail to provide you with reasonable and adequate service, you should feel free to contact the Arkansas Insurance Department, Consumer Services Division, 400 University Tower Building, Little Rock, AR 72204, (501) 371-1813.

<sup>&</sup>lt;sup>TM</sup>Trademark of Industrial Alliance Insurance and Financial Services Inc.



Industrial Alliance Pacific Insurance and Financial Services Inc. P.O. Box 26900, Scottsdale, AZ 85255-0131 TOLL FREE: 888-473-5540

FAX: 480-502-5088

# STATE OF ARKANSAS

# **External Indexed Guidelines Certification**

IAP Insurance and Financial Services, hereby certify that this filing is in compliance with the guidelines and certifications required by the External Indexed Guidelines.

Michael L. Stickney

100100110

September 19, 2011

<sup>™</sup>Trademark of Industrial Alliance Insurance and Financial Services Inc.

SERFF Tracking Number: APLE-127621507 State: Arkansas 49760 Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number:

Financial Services Inc.

Company Tracking Number: SPDA104

TOI: Sub-TOI: A07I.001 Equity Indexed A07I Individual Annuities - Special

Product Name: Performance Select Indexed

Project Name/Number:

## **Superseded Schedule Items**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

**Creation Date:** Schedule Schedule Item Name Replacement **Attached Document(s) Creation Date** 09/12/2011 Supporting Readability Certification 09/12/2011 Readability Certification.pdf

(Superceded) Document



Industrial Alliance Pacific Insurance and Financial Services Inc. P.O. Box 26900, Scottsdale, AZ 85255-0131

TOLL FREE: 888-473-5540 FAX: 480-502-5088

### **CERTIFICATION OF READABILITY**

Industrial Alliance Pacific Insurance and Financial Services Inc. hereby certifies that the following forms comply with state requirements for readability as follows:

ICC11-SPDA104	Single Premium Deferred Indexed Annuity	52
ICC11-SPDA504(5)	Disclosure Statement	50
ICC11-SPDA504(7)	Disclosure Statement	50
ICC11-SPDA504(10)	Disclosure Statement	50

Michael L. Stickney Executive Vice President

September 12, 2011

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